

## Terms of Business – Consumer Customers – Inqus

**This agreement is intended for 'Consumer' (retail) customers rather than 'Commercial' customers; Consumer customers are those who are purchasing cover other than for/within their trade, business or profession. If you are not a Consumer customer, ask us for our Commercial Terms of Business Agreement.**

### **Acceptance**

The purpose of this agreement is to set out our professional relationship and detail the services we will provide to you. For your own benefit and protection, you should read all of the information carefully and in particular, we would like to draw your attention to the 'Your Duty To Take Reasonable Care Not To Make a Misrepresentation' and the 'Processing of your Personal Data' and the 'Client and Insurer Money' sections. By asking us to quote for, arrange or handle your insurances, you are providing your informed agreement to these Terms of Business. If you do not agree to any part of the information, please write to us.

This agreement will supersede any previous version of our Terms of Business

### **Who regulates us?**

Crumble Risk Services Limited is an appointed representative of ES Risks Limited which is authorised and regulated by the Financial Conduct Authority (FCA). Our firms registration number is 981955 and these details may be confirmed on the Financial Services Register at <https://www.fca.org.uk/firms/financial-services-register> or by calling 0800 111 6768.

Inqus is a trading style of Crumble Risk Services Limited.

Our permitted business is introducing, advising, arranging, dealing as agent, and assisting in the administration and performance of general insurance contracts, and credit broking in relation to insurance instalment facilities.

### **Our Service**

We act as an intermediary, not an insurer.

We are committed to providing you with a quality service. We only select from insurance products in which we have confidence to meet the needs of our clients.

As a broker, we will usually act on your behalf when arranging your insurances, when helping you make changes to your policy when you renew your insurance or when you make a claim. If there are any circumstances when we act as an agent of the insurer (e.g., in binding the insurer to contract or in handling or settling claims) we will let you know before your insurance arrangements are concluded.

Under risk transfer, we also act on behalf of insurers when collecting premiums and handling refunds due to clients as well as the transfer of claims monies. Such monies are deemed to be held by the insurer(s) with which your insurance is arranged.

We will confirm to you whether we are providing advice or not providing advice as part of our sales process.

If you mislay your policy at any time, we will arrange a replacement policy document, if you request it.

As your agent and unless we hear from you otherwise:

- We will assist in arrangement and administration of your insurances (and on-going changes) including agreeing the terms and conditions of your insurance policy with insurers consistent with your instructions:
- Upon receipt of your instruction we will place, amend or renew insurance cover on your behalf with insurers
- We will advise you of any inability to place your insurance
- We will assist you if you need to make a claim, or where we outsource claims handling facilities to give you an enhanced service.

You should not rely on any insurance policy you have instructed us to place on cover until we have confirmed in writing to you that the insurer has agreed to such insurance cover being in place.

## Scope of Our Recommendations

We will ask questions to enable us to assess reasonably your insurance requirements; this may include checking information that we already hold about you and your existing insurance arrangements with us and other parties.

- We will not make a personal recommendation to you for a suitable policy.
- We will provide you with information (with no advice) to enable you to make an informed decision on how you wish to proceed.
- We undertake to explain the main features of the products and services that we offer to you. The products offered to you will be from a single insurer, details of which will be provided to you prior to the conclusion of your insurance arrangements.

If we use the services of another intermediary to place your insurance, we will advise you of the name of the intermediary we use and the name of the insurer.

## Law and Jurisdiction

These Terms of Business shall be governed by and construed in accordance with the laws of England and the exclusive jurisdiction of the English courts unless we agree with you otherwise

Unless your policy confirms otherwise, the rights under your policy may only be pursued in an English court.

If you are domiciled in a country other than the UK, the law or regulations in your country of domicile may take precedence over any relevant UK legislation. Therefore, references in this document to the FCA or Financial Ombudsman Service (FOS) and any rights or benefits there under may not apply.

## Limitation and Exclusion of Liability

Unless we have otherwise agreed with you in writing our liability to you (whether in contract or tort including negligence) will in all circumstances be limited to £5,000,000 per claim

Notwithstanding the preceding paragraph we shall not be liable to you under any circumstance for any loss of profit indirect loss or consequential loss whatsoever.

This exclusion and limitation will not apply in respect of our liability:

- I. arising from any fraudulent act or
- II. for death or personal injury arising from our negligence or
- III. from any duty or obligation owed to you under any statutory or regulatory stipulation.

## Your Duty to Take Reasonable Care Not to Make a Misrepresentation

**Under the Consumer Insurance (Disclosure and Representations) Act 2012 you have a Duty to take reasonable care not to make a misrepresentation.**

In arranging insurance cover and in setting the terms and premium, insurers rely on the information you have given us. You must take care when answering any questions, we or the Insurers ask by ensuring that all information provided is accurate and complete.

If it is established that you deliberately or recklessly provided false or misleading information your policy will be treated as if it never existed, and all claims declined. If you carelessly provided false or misleading information, it could adversely affect your policy and any claim. For example:

- Your policy would be treated as if it had never existed and all claims refused, and the premium paid would be returned. This will only happen if you are provided with insurance cover that would not otherwise have been offered.
- Insurers may amend the terms of your insurance. Amended terms may be applied as if these amended terms were already in place if a claim has been adversely impacted by your carelessness
- Insurers may reduce the amount paid on a claim in the proportion the premium you have paid bears to the premium they would have charged you;

## **FAILURE TO ANSWER QUESTIONS HONESTLY AND REASONABLY WHEN ASKED MAY LEAVE YOU WITH NO COVER AND A CLAIM NOT PAID.**

All statements and information disclosed verbally and on proposal forms, statements of fact, claim forms, declarations and other documents should be full, true and accurate. Where forms are completed or partially completed on your behalf you should check them for accuracy before signing. If you are in any doubt as to whether a fact is material, you should disclose it.

### **Notification of Changes and Alterations**

Please notify us immediately in the event of any change in your circumstances which are detailed in your proposal form or statement of fact.

We would also refer you to the sections titled **Your Duty to Take Reasonable Care Not to Make a Misrepresentation** which details your duty to provide complete and accurate up to date information to your insurers at all times.

Amendments to policies after inception may be arranged upon receipt of your instructions with full details. Cover is subject to acceptance by insurers and the payment of any additional premium required, if applicable.

### **Renewals**

Renewals are invited on the basis that there have been no changes to your circumstances or the risk other than those specifically notified to your insurers and for which you have received an acknowledgement and revised documentation. Please see section headed **Notification of Changes and Alterations** which also outlines your duties to take Reasonable Care not to make a Misrepresentation.

A new policy is not necessarily provided each year although a duplicate can be provided at any time upon request.

### **Insurer Security**

Insurers are subject to Prudential Regulation Authority (PRA) and FCA regulations and are required to have adequate capital resources. We carry out regular checks on all insurance markets used but cannot guarantee the solvency of any individual insurer. Your liability for the premium, whether in full

or pro rata, may arise under policies where a participating insurer becomes insolvent. An insolvent insurer may also be unable to meet a proportion or all of any claim made. Consequently, we recommend wherever possible insuring with those firms with higher credit ratings which satisfy our requirements. Should you be concerned or require any further information regarding your insurer then we will discuss this with you on request.

## **Quotations**

Quotations are valid until the date cover commences up to a maximum of 30 days, unless otherwise stated. Specimen policy wordings are available upon request.

## **Documentation**

Documentation including your policy schedule and certificate (if applicable) will be issued to you in a timely manner.

It is your responsibility to read all documentation upon receipt to ensure that all details are correct and that the cover provided meets with your requirements.

We will arrange cover according to your instructions but only you can identify if it does not meet your intentions.

Any query regarding the accuracy of the information shown or any uncertainty over the content should be raised with us immediately.

Incorrect information may invalidate your policy cover completely or mean that in the event of a claim all or part of it may not be paid.

## **Payment of Premium**

Premiums will be collected by Direct Debit only. We must be in receipt of a completed Direct Debit Mandate (with deposit if required) drawn on a bank or building society or UK financial institution account in the policyholder's name before cover commences. We do not accept payment by any other method.

We have no obligation to fund any premium, taxes or fees (if applicable) on your behalf nor do we have any responsibility for any loss you may suffer as a result of cancellation of insurance cover, or any other prejudicial steps taken as a result of late or non-payment substantially attributable to you. If we decide to retain certain documents whilst awaiting full payment of premium, fees or administration charges we shall provide details of your insurance cover and any information or documents required by law.

We shall be entitled (but not obliged) without providing notice to you to set off any amounts due to us from you, against any amounts which we may receive on your behalf (i.e. claims moneys, refunded premiums and other sums). Please be aware that full or partial non-payment of a premium or default on a credit agreement may result in the cancellation or lapsing of your policy. You will also be responsible for any collection costs, legal fees and court costs we may incur in recovering debts from you.

## **Transferred Business**

When we are appointed to service insurance policies other than at their inception or renewal and which were originally arranged by another party, we shall not be liable during the current insurance period for any loss arising from any errors or omissions or gaps in your insurance cover or advice not supplied by us. Should you have any concerns in respect of a policy which has been transferred to us, or if you require an immediate review of your insurance arrangements, you must notify us immediately. Otherwise, we shall review your insurance arrangements and provide advice accordingly as each policy falls due for renewal.

## **Cancellation**

If you wish to cancel your policy, you may do so at any time. You may be required to return the policy document and also confirm your instructions in this regard.

Subject to no claim having been made you may be entitled to a refund of premium. Please refer to your policy document which will detail the cancellation terms and charges.

We also reserve the right to cancel this agreement at any time. In any event, we will provide you with at least 7 days' notice in this regard to enable you to make alternative arrangements. Valid reasons may include non-payment of premium or fees, failure to provide requested documentation or information, deliberate failure to comply with terms set out within this Agreement or insurer's documentation, or deliberate misrepresentation or non-disclosure or attempted fraud. We will notify you of any such termination in writing together with an explanation for our decision if appropriate.

If our authority to act in connection with your insurance arrangements is terminated (by you or us) you will remain liable to pay for any premium or fee for any transaction concluded prior to the termination. Any transaction in progress at the time of termination will be completed unless we receive written instructions to the contrary. You will also be liable for the payment of any premium or fee which may become due upon completion of any pending transaction.

## **Claims**

We will assist you with advice when you make a claim under your policy, but it remains your responsibility to have read, understood or queried all documentation upon receipt. All incidents that could possibly give rise to a claim must be notified to us or your insurer in accordance with the terms of your policy and a claim form completed where required. Delay on your part in notifying a claim and/or completing required forms will risk a loss you suffer not being paid or being paid in part only. You must not in any circumstances admit liability for a loss or agree to any course of action, other than emergency measures carried out to minimise the loss, as you risk a loss you suffer not being paid or being paid in part only. All correspondence, claims, writs, summonses etc. should be forwarded immediately, unanswered, either to us or to your insurer. You are also reminded of your duty to keep all losses and costs arising from an incident to a minimum and that failure to comply with policy terms and conditions may invalidate cover.

We will remit claims payments received on your behalf to you as soon as practicable after confirmation of receipt of cleared funds in our bank account. In the event that an insurer becomes insolvent or delays making settlement, we do not accept liability for any unpaid amounts. We reserve the right to charge for our claims service if you request this to extend beyond our appointment to your policy and this will be confirmed in writing before you incur any charge.

If our authority to act in connection with your insurance arrangements is terminated (by you or us) we will immediately cease to handle claims already reported and will also be unable to deal with any which may be subsequently incurred.

## **Severability**

If any provision of these Terms of Business is found to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms of Business and the remainder of the provision in question will not be affected.

## **Assignment**

We are entitled to assign the benefits of these Terms of Business (but not the burdens as set out in these Terms of Business) to any other company within the Group of Companies of which we are part but then only for so long as such Company remains a member of such Group. We are entitled to transfer Client Monies to a similar bank account held in the name of any other company within the Group of Companies of which we are a part but the only for so long as such Company remains a member of such Group.

## **Our Remuneration Fees**

In return for placing business with insurers underwriters and or other product providers we generally receive a commission from them which is a percentage of the annual premium that you are charged.

A full breakdown of the cost of your insurance including any administration fee and the cost of credit where applicable will be provided as part of your new business or renewal quotation before you decide whether to proceed.

You are entitled at any time to request information regarding any commission which we may have received as a result of placing your insurance business. Please be assured that the way in which we are remunerated will not at any time conflict with our responsibility to meet your needs and treat you fairly.

Our remuneration in whatever form and in respect of any policy shall be due on the date of inception or renewal of that policy. We shall be entitled to retain all commission and/or agreed fees in respect of the full policy period including where you appoint another intermediary in our place during the currency of a policy or where a policy is cancelled after inception or renewal.

## **Client and Insurer Money**

Prior to your premium being forwarded to the insurer, and for your protection, our premium payment administrators will either hold your money as an agent of the insurer (termed risk transfer) in which case your policy is treated by the insurer as being paid for, or they will hold it in a client bank account on trust for you.

The account in which these funds are kept is a Non-Statutory Trust Account (as defined by the FCA Rules). This means that they may extend credit to other customers from this account. They may also transfer your money to another intermediary in some cases for the purposes of effecting your policy.

However, your money will be protected at all times because of the requirements of FCA rules. They also reserve the right to retain interest earned on this account.

By accepting this Terms of Business document together with your agreement to pay the premium you are deemed to be giving your informed consent for us to operate this way.



## Processing of your Personal Data

In our dealings with you, we will comply at all times with all applicable Data Protection Legislation (including, as appropriate, the Data Protection Act 2018, the General Data Protection Regulation, any relevant secondary legislation, and any amendments or replacements to any of these).

We may need to collect personal data relating to others in order to arrange and administer your insurance. In most circumstances you will provide us with this information. Where you disclose personal data of others, you must ensure that you are entitled to do so.

We implement generally accepted standards of technology and operational security in order to protect personal data from loss, misuse, or unauthorised alteration or destruction. We will notify you promptly in the event of any breach of your personal data which might expose you to serious risk. You have the following rights in respect of your personal data held by us:

- (a) to access any personal data which we hold on you. This may be obtained by writing to Data Privacy Officer (details as shown below). Where permitted under Data Protection Legislation, a nominal charge may apply for providing the information;
- (b) to be provided with information about how your personal data is processed (this information is set out in these Terms of Business);
- (c) to have your personal data corrected where necessary (you should contact us promptly if you become aware of any incorrect or out-of-date information);
- (d) to have your personal data erased in certain circumstances (please refer to the appropriate data protection legislation or consult the Information Commissioner's Office for details);
- (e) to object to or restrict how your personal data is processed;
- (f) to have your personal data transferred to you or to another business.

You also have the right to take any complaints about how we process your personal data to the Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF <https://ico.org.uk/concerns> or by calling: 0303 123 1113.

For more details, please address any questions, comments and requests regarding our data processing practices to our Data Privacy Officer namely: Andy Hearn at Grumble Risk Services Ltd at 2 America Square, London EC3N 2LU..

We may collect, use and store your personal data where necessary in order to:

- (a) perform any contract to which you are party or in order to take steps at your request prior to entering into a contract - in particular, we will use the information we hold about you, and may disclose some or all of it to other parties, for the purposes of arranging, placing and administering your insurance. These other parties may include the FCA for compliance matters; insurance companies and other agents for underwriting and claims purposes and credit agencies for premium collections identity checks and anti-fraud protection;
- (b) exercise our legitimate business interests as an independent insurance broker (e.g. phone calls may be monitored and recorded in the interests of security and staff training);
- (c) carry out other functions with your consent (which you may amend or withdraw at any time by notifying us);
- (d) comply with our legal obligations.

We may in addition use your information for communicating with you about our insurance products and services (and similar products or services provided by us). Communication with you in this regard may include mail SMS text, telephone or email. If you do not want us to use your information in this way please notify us promptly in writing to that effect or use the unsubscribe option as set out in each communication.

We will never sell your personal data or, except as mentioned above, make it available to any third parties without your prior consent (which you are free to amend or withhold) except where required to do so by law or in the event that we sell any part of our business or assets (in which case we may disclose your personal data confidentially to the prospective buyer as appropriate in accordance with our legitimate interests in that respect).

Notwithstanding the above, all information about you of a sensitive nature (as defined in the Data Protection Legislation) will be treated as strictly private and confidential (even when you are no longer a customer) and we will not use or disclose it except either with your explicit consent or where we are required to do so for legal or regulatory purposes and/or permitted to do so by the Data Protection Legislation.

## **Complaints**

It is our intention to provide a high level of service at all times. However, if you have reason to make a complaint about our service you should contact David Seddon of ES Risks at the above address or email david.seddon@esrisks.com . You may be entitled to refer the matter subsequently to the Financial Ombudsman Service (FOS).

You will be able to do this if you are a private individual. Whether you are so entitled will not affect the promptness and fairness with which we will strive to resolve any complaints. You can contact the FOS by telephone on 0800 023 4567 and further information is available at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk). If you do decide to refer any matter to the FOS your legal rights will not be affected. (If your complaint cannot be resolved immediately, you may be required to put this in writing for us to investigate further).

A copy of our complaints procedure is available on request.

## **Rights of Third Parties**

Unless otherwise agreed between us in writing, no provision of this Terms of Business is enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person other than you or us.

## **Financial Crime**

As an FCA regulated company, we work within its regulatory framework designed to prevent financial crime – such as financial sanctions, money laundering, fraud or bribery and corruption. We may need to seek additional information from you to ensure compliance with these obligations.

We are obliged to report to the National Crime Agency and / or Serious Fraud Office any evidence or suspicion of financial crime.

## **Compensation**

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business, the size of your business and the circumstances of the claim. Insurance advising and arranging is covered for:

- 90% of the claim, without any upper limit;
- 100% of the claim without any upper limit for compulsory classes of insurance (such as Third-Party Motor or Employers Liability); and pure protection' contracts, professional indemnity insurance, and general insurance claims arising from the death or incapacity of the policyholder owing to injury, sickness or infirmity, all where the insurance intermediary has failed to pay money to an insurer, pay away money it has received from an insurer, or has failed to take steps to allow the insurer to effect the contract of insurance.

Further information about compensation scheme arrangements is available from the FSCS on 0800 678 1100 or by visiting [www.fscs.org.uk/](http://www.fscs.org.uk/)

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